

**SECTION I - CONTRACT CLAUSES****I.1****FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Provision)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	Jul-04
52.203-3	GRATUITIES	Apr-84
52.203-5	COVENANT AGAINST CONTINGENT FEES	Apr-84
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Sept - 06
52.203-7	ANTI-KICKBACK PROCEDURES	Jul-95
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sept - 05
52.204-2	SECURITY REQUIREMENTS	Aug-96
52.204-4	PRINTED OR COPIED DOUBLE-SIDE ON RECYCLE PAPER	Aug-00
52.204-7	CENTRAL CONTRACTOR REGISTRATION	July -06
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	Sept - 06
52.211-5	MATERIAL REQUIREMENTS	Aug-00
52.215-2	AUDIT AND RECORDS-NEGOTIATION	Jun-99
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	Oct-97
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM Alternate II (October 1997)	Oct-97
52.215-14	INTEGRITY OF UNIT PRICES	Oct-97

52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Oct 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	July - 05
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS	Oct-97
52.216-7	ALLOWABLE COST AND PAYMENT	Dec-02
52.216-10	INCENTIVE FEE	Mar-97
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	May - 04
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (Oct 2001)	Sept-06
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	Jan-99
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	Feb-97
52.222-2	PAYMENT OF OVERTIME PREMIUMS	Jul-90
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99
52.222-26	EQUAL OPPORTUNITY	Apr-02
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sept-06
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sept-06
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	Aug-03
52.223-6	DRUG-FREE WORKPLACE	May-01
52.223-10	WASTE REDUCTION PROGRAM	Aug-00
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03
52.224-1	PRIVACY ACT NOTIFICATION	Apr-84
52.224-2	PRIVACY ACT	Apr-84
52.225-1	BUY AMERICAN ACT--SUPPLIES	Jun-03
52.225-3	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	Jun-06
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb-06
52.227-1	AUTHORIZATION AND CONSENT	Jul-95

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96
52.227-3	PATENT INDEMNITY	Apr-84
52.227-14	RIGHTS IN DATA--GENERAL,	Jun-87
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS	Jan-97
52.227-22	MAJOR SYSTEM-MINIMUM RIGHTS	Jun-87
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	Jun-87
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	Jan-97
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.230-2	COST ACCOUNTING STANDARDS	Apr-98
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	Aug-92
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Apr-05
52.232-1	PAYMENTS	Apr-84
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	Feb-02
52.232-16	PROGRESS PAYMENTS	Apr-03
52.232-17	INTEREST	Jun-96
52.232-18	AVAILABILITY OF FUNDS	Apr-84
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	Apr-84
52.232-20	LIMITATION OF COST	Apr-84
52.232-22	LIMITATION OF FUNDS	Apr-84
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86
52.232-25	PROMPT PAYMENT	Oct-03
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	Oct-03
52.233-1	DISPUTES Alternate I (DEC 1991)	Jul-02
52.233-3	PROTEST AFTER AWARD Alternate I (Jun 1985)	Aug-96
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	Aug-96
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	Apr-84
52.242-2	PRODUCTION PROGRESS REPORTS	Apr-91
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	May-01
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	Jan-97
52.242-13	BANKRUPTCY	Jul-95
52.243-1	CHANGES-FIXED-PRICE Alternate II (Apr 1984)	Aug-87

52.243-2	CHANGES-COST-REIMBURSEMENT Alternate II (April 1984)	Aug-87
52.243-7	NOTIFICATION OF CHANGES	Apr-84
52.244-2	SUBCONTRACTS Alternate II (Aug 1998)	Aug-98
52.244-5	COMPETITION IN SUBCONTRACTING	Dec-96
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	Dec-04
52.245-1	PROPERTY RECORDS	Apr-84
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS)	May 2004
52.246-25	LIMITATION OF LIABILITY-SERVICES	Feb-97
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	May-04
52.249-6	TERMINATION (COST REIMBURSEMENT)	May-04
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84
52.249-14	EXCUSABLE DELAYS	Apr-84
52.251-1	GOVERNMENT SUPPLY SOURCES	Apr-84
52.253-1	COMPUTER GENERATED FORMS	Jan-91

## **I.2 FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS PROVIDED IN FULL TEXT**

This Solicitation incorporates the following Federal Acquisition Regulation provisions provided in full text.

### **I.3 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Census Bureau and **shall** not be binding until so approved.

(End of Clause)

### **I.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

### **I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years and nine (9) months.

(End of Clause)

## **I.6 RESERVED**

## **I.7 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor **shall** make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor **shall** notify the Administrative Contracting Officer (ACO) within thirty (30) days.

(2) The Contractor **shall** also notify the ACO within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor **shall**:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;  
(2) Provide the ACO or designated representative ready access to the records upon request;  
(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor **shall** include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

## **I.8 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (JUNE 1987)**

(a) *Definitions.*

“Data,” as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government **shall** have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor **shall** have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor **shall** affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor **shall** not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any

data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor **shall** not use for purposes other than the performance of this contract, nor **shall** the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor **shall** indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court

of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

#### **I.9 FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUNE 1997)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor **shall** submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid:

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract there under.

(2) Cost-reimbursement Contractors **shall** only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 **shall** be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor **shall** forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405.

The Contractor **shall** include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the

shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA **shall** be forwarded promptly by the Contractor to GSA. The Contractor **shall** ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor **shall** accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement **shall** show:

- (1) The name and address of the Contractor;
- (2) The contract number including any alphanumeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of Clause)

#### **I.10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984).**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

#### **I.11 COMMERCE ACQUISITION REGULATIONS (CAR) CLAUSES PROVIDED IN FULL TEXT**

This Solicitation incorporates the following CAR Clauses provided in full text.

##### **I.11.1 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCT 2006)**

###### **(a) Applicability.**

This clause is applicable to all contracts that require the Contractor to have electronic access to Department of Commerce sensitive non-national security or national security information contained in systems or administrative control of systems that process or store information, that directly support the mission of the Agency.

###### **(b) Definitions.**

(1) For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

The Computer Security Act of 1987 (P.L. 100-235)

(<http://www.osec.doc.gov/cio/oipr/ITSec/csa-1987.html> ), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal



programs, or the privacy to which individuals are entitled under section 552 a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

(2) For purposes of this clause, the term “National Security” is defined by the guidance set forth in:

- The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3* (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The *DOC Security Manual, Chapter 18* (<http://home.commerce.gov/osy/SecurityManual/Security%20Manual%20Contents2.pdf>).
- Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c ) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor’s systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* ([http://www.osec.doc.gov/cio/cio\\_it\\_policy\\_page.htm](http://www.osec.doc.gov/cio/cio_it_policy_page.htm)).

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(h) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall provide, implement, and maintain a System Accreditation Package in accordance with chapter 6 of the *DOC IT Security Program Policy*. Specifically, the Contractor Shall:

- (1) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy*, [Section 6.5.2](#). The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.
- (2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy* section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.
- (3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, section 6.3.1.2.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

**(End of clause)**

**I.11.2 CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce Site or IT System (High or Moderate Risk Contracts) (Sep 2006)**

**A. Investigative Requirements for High and Moderate Risk Contracts**

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce facility, or through a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

**1. Non-IT Service Contracts**

- a. High Risk – Background Investigation (BI)
- b. Moderate Risk – Moderate Background Investigation (MBI)

**2. IT Service Contracts**

- a. High Risk IT – Background Investigation (BI)
- b. Moderate Risk IT – Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

**B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

To be employed under this contract within the United States, non-U.S. citizens must have:

- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

**C. Security Processing Requirement**

1. Processing requirements for High and Moderate Risk Contracts are as follows:

- a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):

- Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions;
- FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and
- Credit Release Authorization.

b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce facility or Department of Commerce IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

#### **D. Notification of Disqualifying Information**

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude
- Falsification of information entered on security screening forms or of other documents submitted to the Department
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets

**NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities or access to IT systems.**

#### **E. Access to National security Information**

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

**F.** The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

**(End of Clause)**

All contractor and subcontractor personnel supporting the DADS II contract **shall** be deemed “Contract Moderate Risk.”

(End of clause)

**[End Section I]**